

This amendment provides changes to six areas of the RFQ, listed below, and provides the answers to relevant questions received by the Contracting Officer.

Change 1. Part 1, Page 6, paragraph “2.1.4 Completion of Phase 1 – Project Planning”

This amendment adds a sentence to the paragraph 2.1.4, that indicates the Phase 1 completion requirements as related to the payment to the developer for a completed CDMP. The change to paragraph 2.1.4, page 6, is provided below with changes shown in red and location indicated by a vertical in the right margin. A complete Fort Lewis RFQ with all amendment changes is provided as an Adobe® Acrobat® “.pdf ” file on the Internet Website <http://rci.army.mil>. This facilitates printing replacement page 6 to update an existing RFQ or printing a new updated RFQ.

“2.1.4 Completion of Phase 1 – Project Planning

The Army will pay the developer a fixed sum of \$350,000 upon completion of Phase 1, as described in Appendix E, providing the CDMP contains at least those components, in substantially completed form, referenced in Section 2.1 of this RFQ. This payment will be made in lieu of any other formula for compensation. In return for this payment, the Army will be granted full and unlimited rights to use the Fort Lewis CDMP, including the right to provide the CDMP to other developers in this or other military housing privatization projects.”

Change 2. Part 1, Page 10, paragraph “4.2. Minimum Experience Requirements,” subparagraph 2.

This amendment adds the words “properties for” to the subparagraph 2 requirement for listing property management and operation experience. The change to paragraph 4.2., subparagraph 2, page 10, is provided below with changes shown in red and location indicated by a vertical in the right margin. A complete Fort Lewis RFQ with all amendment changes is provided as an Adobe® Acrobat® “.pdf ” file on the Internet Website <http://rci.army.mil>. This facilitates printing replacement page 10 to update an existing RFQ or printing a new updated RFQ.

“4.2 Minimum Experience Requirements

The developer or a principal member in a development team must submit a list of projects with sufficient detail to demonstrate that it meets the following minimum experience requirements:

1. Served as the primary developer with an ownership interest in at least three completed major development projects, each of which (a) included a residential component with at least 350 low-rise multi-family or detached family housing units; (b) involved public approval, zoning, environmental, and other entitlement processes; and (c) resulted in total development costs in excess of \$30 million.
2. Managed and operated properties for at least three major development projects, each of which included a residential component of at least 350 units. These "managed projects" do not have to be the same projects (i.e., completed projects") discussed in number 1 above.”

Changes 3 and 4. Part 2, Appendix E, Page E-12, paragraph 52.212-4 Contract Terms and Conditions Commercial items (May 1999), Subparagraph (i) Payment and Subparagraph (l).

This amendment replaces subparagraphs (i) and (l), in total. The changes to paragraph “52.212-4, Contract Terms and Conditions Commercial items,” subparagraphs (i) and (l), page E-12, are provided below with changes shown in red and location indicated by a vertical in the right margin. A complete Fort Lewis RFQ with all amendment changes is provided as an Adobe® Acrobat® “.pdf ” file on the Internet Website <http://rci.army.mil>. This facilitates printing replacement page E-12 to update an existing RFQ or printing a new updated RFQ.

[52.212-4 Contract Terms and Conditions Commercial items]

“(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, *Prompt Payment*. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.”

[52.212-4 Contract Terms and Conditions Commercial items]

“(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.”

Changes 5 and 6. Part 2, Appendix E, Page E-13, paragraph 52.212-4 Contract Terms and Conditions Commercial items (May 1999), subparagraph (s) Order of precedence., (1) and (2).

This amendment replaces the word “Hood” with the word “Lewis” in subparagraph (s) (1) and (s) (2). The changes to paragraph “52.212-4, Contract Terms and Conditions Commercial items,” subparagraphs (s) (1) and (s) (2), page E-13, are provided below with changes shown in red and location indicated by a vertical in the right margin. A complete Fort Lewis RFQ with all amendment changes is provided as an Adobe® Acrobat® “.pdf ” file on the Internet Website <http://rci.army.mil>. This facilitates printing replacement page E-13 to update an existing RFQ or printing a new updated RFQ.

[52.212-4 Contract Terms and Conditions Commercial items]

“(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The Work Statement of the Fort ~~Hood~~Lewis RFQ (Parts 1, Section 2) |

(2) All other solicitation provisions of the Fort ~~Hood~~Lewis RFQ (Part 1)” |

Answers to Questions. The answers to relevant questions received on or before close of business, January 11th 2000, relating to the Fort Lewis RFQ and the procurement process are placed in on <http://rci.army.mil> Internet Website in Adobe® Acrobat® “pdf ” file format. The relevant questions are placed as received on the website. The answers to the questions are from the RCI Task Force members.